
State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Business and Management Liability		
Project Name/Number:	E-Risk (CMTSS)/EK DC06388ICF01		

Filing at a Glance

Company:	Scottsdale Indemnity Company
Product Name:	Business and Management Liability
State:	District of Columbia
TOI:	17.0 Other Liability-Occ/Claims Made
Sub-TOI:	17.0022 Other
Filing Type:	Form
Date Submitted:	05/02/2018
SERFF Tr Num:	SCTT-131484755
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	EK DC06388ICF01
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	Dawn Weirich
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	05/09/2018
Disposition Status:	APPROVED
Effective Date (New):	05/09/2018
Effective Date (Renewal):	05/09/2018

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Business and Management Liability		
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General Information

Project Name: E-Risk (CMTSS)	Status of Filing in Domicile: Pending
Project Number: EK DC06388ICF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/09/2018	
State Status Changed:	Deemer Date:
Created By: Dawn Weirich	Submitted By: Dawn Weirich
Corresponding Filing Tracking Number:	

Filing Description:

Scottsdale Indemnity Company is submitting several new forms to be utilized with our Business and Management Liability program. We request an effective date concurrent with your Department's approval.

We are submitting for your review, a new admitted privacy product titled Cyber, Media, and Technology Security Services (CMTSS) within our Business and Management (BAM) Liability Program. The goal of this filing is to offer a competitive and updated privacy policy that the market is demanding.

Enclosed please find the new forms for this venture. Rates are being submitted separately.

Company and Contact

Filing Contact Information

Dawn Weirich, Filings Analyst II	weiricd@scottsdaleins.com
PO Box 4110	800-423-7675 [Phone] 3109 [Ext]
Scottsdale, AZ 85261	

Filing Company Information

Scottsdale Indemnity Company	CoCode: 15580	State of Domicile: Ohio
PO Box 4110	Group Code: 140	Company Type:
Scottsdale, AZ 85261	Group Name: Nationwide	State ID Number:
(800) 423-7675 ext. [Phone]	FEIN Number: 31-1117969	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	05/09/2018	05/09/2018

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
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Disposition

Disposition Date: 05/09/2018
Effective Date (New): 05/09/2018
Effective Date (Renewal): 05/09/2018
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Form	ADDITIONAL INSURED	APPROVED	Yes
Form	ADDITIONAL INSURED FOR COMPANY'S PRIVACY WRONGFUL ACTS	APPROVED	Yes
Form	AMEND OTHER INSURANCE TO BE PRIMARY	APPROVED	Yes
Form	CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) EXCLUSION	APPROVED	Yes
Form	CHOICE OF COUNSEL	APPROVED	Yes
Form	COVERAGE ONLY APPLIES TO SUITS IN THE U.S.	APPROVED	Yes
Form	DELETE WEB-MEDIA SERVICES AND TECHNOLOGY SECURITY INSURING CLAUSES	APPROVED	Yes
Form	MATTERS REVEALED IN APPLICATION EXCLUSION	APPROVED	Yes
Form	PRIOR AND INTERRELATED WRONGFUL ACTS EXCLUSION	APPROVED	Yes
Form	TCPA, JUNK FAX, CAN-SPAM EXCLUSION ENDORSEMENT	APPROVED	Yes
Form	DEPENDENT BUSINESS INTERRUPTION EXPENSES	APPROVED	Yes
Form	GENERAL DATA PROTECTION REGULATION (GDPR) ENDORSEMENT	APPROVED	Yes
Form	BUSINESS AND MANAGEMENT INDEMNITY POLICY DECLARATIONS	APPROVED	Yes

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Business and Management Liability		
Project Name/Number:	E-Risk (CMTSS)/EK DC06388/CF01		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	BUSINESS AND MANAGEMENT INDEMNITY POLICY CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION	APPROVED	Yes
Form	APPLICATION FOR BUSINESS AND MANAGEMENT (BAM) INDEMNITY INSURANCE CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGES	APPROVED	Yes
Form	AMENDATORY ENDORSEMENT - DISTRICT OF COLUMBIA	APPROVED	Yes

SERFF Tracking #:

SCTT-131484755

State Tracking #:

Company Tracking #:

EK DC06388/CF01

State:

District of Columbia

Filing Company:

Scottsdale Indemnity Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0022 Other

Product Name:

Business and Management Liability

Project Name/Number:

E-Risk (CMTSS)/EK DC06388/CF01

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 05/09/2018	ADDITIONAL INSURED	EKI-1657	5-17	END	New		0.000	EKI-1657 (5-17).pdf
2	APPROVED 05/09/2018	ADDITIONAL INSURED FOR COMPANY'S PRIVACY WRONGFUL ACTS	EKI-1658	5-17	END	New		0.000	EKI-1658 (5-17).pdf
3	APPROVED 05/09/2018	AMEND OTHER INSURANCE TO BE PRIMARY	EKI-1659	3-18	END	New		0.000	EKI-1659 (3-18).pdf
4	APPROVED 05/09/2018	CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) EXCLUSION	EKI-1664	3-18	END	New		0.000	EKI-1664 (3-18).pdf
5	APPROVED 05/09/2018	CHOICE OF COUNSEL	EKI-1665	3-18	END	New		0.000	EKI-1665 (3-18).pdf
6	APPROVED 05/09/2018	COVERAGE ONLY APPLIES TO SUITS IN THE U.S.	EKI-1666	5-17	END	New		0.000	EKI-1666 (5-17).pdf
7	APPROVED 05/09/2018	DELETE WEB-MEDIA SERVICES AND TECHNOLOGY SECURITY INSURING CLAUSES	EKI-1667	3-18	END	New		0.000	EKI-1667 (3-18).pdf
8	APPROVED 05/09/2018	MATTERS REVEALED IN APPLICATION EXCLUSION	EKI-1668	3-18	END	New		0.000	EKI-1668 (3-18).pdf
9	APPROVED 05/09/2018	PRIOR AND INTERRELATED WRONGFUL ACTS EXCLUSION	EKI-1671	5-17	END	New		0.000	EKI-1671 (5-17).pdf
10	APPROVED 05/09/2018	TCPA, JUNK FAX, CAN-SPAM EXCLUSION ENDORSEMENT	EKI-1672	2-18	END	New		0.000	EKI-1672 (5-17).pdf
11	APPROVED 05/09/2018	DEPENDENT BUSINESS INTERRUPTION EXPENSES	EKI-1879	3-18	END	New		0.000	EKI-1879 (3-18).pdf

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Business and Management Liability		
Project Name/Number:	E-Risk (CMTSS)/EK DC06388/CF01		

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
12	APPROVED 05/09/2018	GENERAL DATA PROTECTION REGULATION (GDPR) ENDORSEMENT	EKI-1904	3-18	END	New		0.000	EKI-1904 (3-18).pdf
13	APPROVED 05/09/2018	BUSINESS AND MANAGEMENT INDEMNITY POLICY DECLARATIONS	EKI-D-9	5-17	DEC	New		0.000	EKI-D-9 (5-17).pdf
14	APPROVED 05/09/2018	BUSINESS AND MANAGEMENT INDEMNITY POLICY CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION	EKI-P-17	5-17	PCF	New		0.000	EKI-P-17 (5-17).pdf
15	APPROVED 05/09/2018	APPLICATION FOR BUSINESS AND MANAGEMENT (BAM) INDEMNITY INSURANCE CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGES	EKI-APP-8	5-17	ABE	New		0.000	EKI-APP-8 (5-17).pdf
16	APPROVED 05/09/2018	AMENDATORY ENDORSEMENT - DISTRICT OF COLUMBIA	EKI-1913-DC	5-17	END	New		0.000	EKI-1913-DC (5-17).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

In consideration of the premium paid, it is agreed that this endorsement
modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section B., **DEFINITIONS**, is amended by adding the following to subsection 24., **Insureds**:

- the below scheduled entity(ies):

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COMPANY'S PRIVACY WRONGFUL ACTS

In consideration of the premium paid, it is agreed that this endorsement
modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section B., **DEFINITIONS**, is amended by adding the following to subsection 24., **Insureds**:

- the below scheduled entity, but only for the **Privacy Wrongful Act** of the **Company**:

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND OTHER INSURANCE TO BE PRIMARY

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section G., **OTHER INSURANCE**, is deleted and replaced by the following:

G. OTHER INSURANCE

For any **Claim**, if any **Loss** covered under this Coverage Section is covered under any other valid and collectable insurance, then this **Policy** shall be primary insurance, unless expressly written to be excess over other applicable insurance.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) EXCLUSION

In consideration of the premium paid, it is agreed that this endorsement
modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

The following is added to Section C., **EXCLUSIONS**, subsection 1., Exclusions Applicable to All Insuring Clauses:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Children's Online Privacy Protection Act of 1998 (COPPA), as amended, or any common or statutory federal, state or local law governing the collection or use of a child's (under the age of thirteen) personal information.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHOICE OF COUNSEL

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

In the event a **Claim** is brought against the **Insured** for which coverage applies under the Cyber, Media and Technology Security Services Coverage Section and in conjunction with the General Terms and Conditions Section, the **Insured** is entitled to select the following law firm to defend the **Insured**:

Law Firm: _____

Address: _____

City, State and Zip: _____

Phone: _____

E-mail Address: _____

It is further agreed that should the **Insured** choose the above-referenced law firm, the hourly rates to be charged shall be as follows:

Individual	Hourly Rate
Partners:	Maximum \$ _____
Associates:	Maximum \$ _____
Paralegals:	Maximum \$ _____

Hourly billing rates charged in excess of the above specified rates shall be borne uninsured by the **Insureds** and at their own risk and such payments by the **Insured** shall not reduce the applicable Retention.

Such law firm agrees to follow the **Insurer's** billing and litigation guidelines. The **Insureds** and such law firm shall cooperate fully with the **Insurer**, including, but not limited to regularly apprising the **Insurer** of the status of the **Claim**.

In the event the above provisions cannot be met, or an actual or potential conflict is identified by the **Insurer** which would prevent or may potentially prevent the use of such counsel, **Insurer** retains the discretion to assign **Insured's** defense to an attorney and law firm of **Insurer's** choice.

All provisions of Section F., **SETTLEMENTS, DEFENSE AND PAYMENT OF EXPENSES**, still apply, including the requirement that the **Insured** obtain the **Insurer's** written consent prior to incurring any **Costs, Charges and Expenses**.

Costs, Charges and Expenses do not include fees and expenses incurred for the prosecution of any claim on behalf of the **Insured**. If the **Insured** chooses to have the above identified counsel prosecute such claims as part of or related to litigation for which the **Insurer** is providing a defense, then the **Insured** and the above identified counsel agree that bills submitted to the **Insurer** will not include fees and expenses incurred in the prosecution of such claims.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE ONLY APPLIES TO SUITS IN THE U.S.

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

GENERAL TERMS AND CONDITIONS

Section K., **TERRITORY**, is deleted in its entirety and replaced by:

K. TERRITORY

Coverage under this **Policy** shall only extend to **Wrongful Acts** taking place or **Claims** made anywhere in the United States and its territories.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DELETE WEB-MEDIA SERVICES AND TECHNOLOGY
SECURITY INSURING CLAUSES**

In consideration of the premium paid, it is agreed that this endorsement
modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section A., **INSURING CLAUSES**, subsection 1., Liability Insuring Clauses, paragraph a., **Web-Media Services**, and paragraph b., Technology Security, are deleted in their entirety.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATTERS REVEALED IN APPLICATION EXCLUSION

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section C., **EXCLUSIONS**, subsection 1., Exclusions Applicable to All Insuring Clauses, is amended to add the following:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any matter, fact or circumstance disclosed in connection with the Cyber, Media and Technology Security Services Coverage Section Information, Question _____ of the Application dated _____ and submitted on behalf of the **Insured**.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR AND INTERRELATED WRONGFUL ACTS EXCLUSION

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

The following is added to Section C., **EXCLUSIONS**, subsection 1., Exclusions Applicable to All Insuring Clauses:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. any **Wrongful Act** actually or allegedly committed prior to _____ ; or
 - ii. any **Wrongful Act** occurring on or subsequent to _____ which, together with a **Wrongful Act** occurring prior to such date, would constitute **Interrelated Wrongful Acts**.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TCPA, JUNK FAX, CAN-SPAM EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that this endorsement
modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section C., **EXCLUSIONS**, subsection 1., Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

- alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Telephone Consumer Protection Act of 1991, Junk Fax Prevention Act of 2005, or CAN-SPAM Act of 2003, all as amended, or any rules, regulations or guidelines promulgated thereunder, or any similar federal, state or local law, code or regulation.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPENDENT BUSINESS INTERRUPTION EXPENSES

In consideration of the premium paid, it is agreed that this endorsement modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section B., **DEFINITIONS**, subsection 6. is deleted and replaced with the following:

6. **Business Interruption Expenses** means the actual loss of **Business Income** the **Company** solely and directly sustains due to a **Computer Interruption** occurring at the premises of the **Company** or **Dependent Business** as a direct result of a **Technology Breach**. **Business Interruption Expenses** shall only be applicable to the period of time beginning after the **Waiting Period** set forth in Item 3. of the Declarations and during the **Period of Recovery**. **Business Interruption Expenses** shall not include any loss of **Business Income** the **Company** or **Dependent Business** sustains during the **Waiting Period**.

Section B., **DEFINITIONS**, is amended by adding the following:

- **Dependent Business** means any entity that the **Insured** does not own, but which provides necessary products or services to the **Insured**.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL DATA PROTECTION REGULATION (GDPR) ENDORSEMENT

In consideration of the premium paid, it is agreed that this endorsement
modifies insurance provided under the following:

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

Section B., **DEFINITIONS**, subsection 35. is deleted in its entirety and replaced by the following:

35. **Privacy Act** means any federal, state, international or local statutory or common law requiring the **Company** to protect the confidentiality, privacy or security of **Personal Information** including, but not limited to, The Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Privacy Rule of HIPAA related to a Business Associate agreement or similar contract, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and section 1798 of the California Civil Code. **Privacy Act** does not include the Children's Online Privacy Protection Act of 1998 (COPPA), as amended, or any common or statutory federal, state or local law governing the collection or use of the **Personal Information** of a child under the age of thirteen (13).

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

BUSINESS AND MANAGEMENT INDEMNITY POLICY DECLARATIONS

THE LIABILITY COVERAGE SECTIONS OF THIS POLICY, OTHER THAN GENERAL LIABILITY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE DISCOVERY PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. THE AMOUNTS INCURRED TO DEFEND A CLAIM REDUCE THE APPLICABLE LIMIT OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION OR DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.

TERMS THAT APPEAR IN BOLDFACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

<p>Item 1. Parent Company _____ & Mailing _____ Address: _____ _____</p>	<p>Policy No.: _____ Agent No.: _____ Renewal No.: _____ Agent Name _____ & Mailing _____ Address: _____ _____ _____</p>
<p>Principal Address, if different from mailing address: _____ _____ _____</p>	
<p>Item 2. Policy Period: From _____ to _____ 12:01 A.M. local time at Principal Address shown above.</p>	
<p>Item 3. Coverage Section(s) and Limit of Liability Employment Practices Coverage Section</p> <p>1. Limit of Liability:</p> <p style="margin-left: 40px;">a. \$ _____ aggregate for all Loss, subject to 1.b. and 1.c. immediately below.</p> <p style="margin-left: 40px;">b. \$ _____ additional aggregate for all Costs, Charges and Expenses, subject to 1.c. immediately below.</p> <p style="margin-left: 40px;">c. \$ _____ maximum aggregate for this Coverage Section</p> <p>2. Retention:</p> <p style="margin-left: 40px;">a. \$ _____ each Employment Practices Claim</p> <p style="margin-left: 40px;">b. \$ _____ each Third-Party Claim</p> <p>3. Continuity Date: _____</p> <p>4. Third-Party Coverage:..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

Item 3. Coverage Section(s) and Limit of Liability (continued)

Directors and Officers and Company Coverage Section

1. Limit of Liability:

- a. \$ _____ aggregate for all **Loss**, subject to 1.b. and 1.c. immediately below.
- b. \$ _____ additional aggregate for all **Loss** under Insuring Clause A.1., subject to 1.c. immediately below.
- c. \$ _____ maximum aggregate for this Coverage Section

2. Retention:

- a. \$ _____ each **Claim** under Insuring Clause 1.
- b. \$ _____ each **Claim** under Insuring Clause 2.
- c. \$ _____ each **Claim** under Insuring Clause 3.

3. **Continuity Date:** _____

Fiduciary Coverage Section

1. Limit of Liability \$ _____ maximum aggregate for this Coverage Section

2. Retention \$ _____ each **Claim**

3. **Continuity Date:** _____

Crime Coverage Section

1. Limit of Liability \$ _____ maximum aggregate for this Coverage Section

2. Deductibles:

- a. \$ _____ each **Single Loss**
- b. \$ _____ each **Single Loss** for **Employee Benefit Plan** Coverage

3. **Employee Benefit Plan** Coverage: ☐ Yes ☐ No

Cyber, Media and Technology Security Services Coverage Section

Company Direct Expenses Coverage election: ☐ Yes ☐ No

1. Limit of Liability:

a. Liability Insuring Clauses

\$ _____ each **Claim** for **Costs, Charges and Expenses and Damages**

Provided that the above each **Claim** limit of liability shall include the following sublimits:

\$ _____ in the aggregate for **Privacy Fines or Penalties**, and

\$ _____ in the aggregate for **PCI Standard Violation Fines and Expenses**, subject to

\$ _____ in the aggregate for all **Claims** under the Liability Insuring Clauses of this Coverage Section

b. **Company Direct Expenses** Insuring Clauses

\$ _____ in the aggregate for **Costs of Notification**

\$ _____ in the aggregate for **Crisis Costs**

\$ _____ in the aggregate for **Cyber Breach Recertification Expenses**

\$ _____ in the aggregate for **Cyber Breach Forensic Expenses**

\$ _____ in the aggregate for **Business Interruption Expenses**

\$ _____ in the aggregate for **Extortion Expenses**

\$ _____ in the aggregate for **Data Restoration Expenses**

\$ _____ in the aggregate for **Technology Fraud Theft Loss**, subject to

\$ _____ in the aggregate for all **Company Direct Expenses** under the **Company Direct Expenses** Insuring Clauses of this Coverage Section

c. All Insuring Clauses

\$ _____ in the aggregate for all **Loss** under the Cyber Media and Technology Security Services Coverage Section

Item 3. Coverage Section(s) and Limit of Liability (continued)

2. **Additional Covered Expenses** Limit of Liability

- a. \$ _____ per day all **Additional Covered Expenses** for each **Insured**, subject to
- b. \$ _____ in the aggregate all **Additional Covered Expenses** for all **Insureds**

3. Retention

a. Liability Insuring Clauses

\$ _____ each **Claim**

b. **Company Direct Expenses** Insuring Clauses

\$ _____ each **Cyber Information Breach** for **Costs of Notification**

\$ _____ each **Cyber Information Breach** for **Crisis Costs**

\$ _____ each **Cyber Information Breach** for **Cyber Breach Recertification Expenses**

\$ _____ each **Cyber Information Breach** for **Cyber Breach Forensic Expenses**

\$ _____ each **Technology Breach** for **Business Interruption Expenses**

\$ _____ each **Technology Threat** for **Extortion Expenses**

\$ _____ each **Technology Breach** for **Data Restoration Expenses**

\$ _____ each **Technology Fraud Theft** for **Technology Fraud Theft Loss**

4. **Retroactive Date:** _____

5. **Continuity Date:** _____

6. **Waiting Period:** _____ hours after the date and time of a **Technology Breach**

Businessowners Coverage Section

1. Limit of Liability:

- a. \$ _____ each **Occurrence** Limit
- b. \$ _____ damage to rented premises, any one premises
- c. \$ _____ medical expense limit, any one person
- d. \$ _____ personal & advertising injury limit, any one person or organization
- e. \$ _____ general aggregate limit
- f. \$ _____ product/completed operations aggregate limit

Location 1: _____

1. Building Limit \$ _____

2. Personal Property Limit \$ _____

3. Business Income/Extra Expense \$ _____

a. ☐ Special form or ☐ Basic form

b. ☐ Replacement cost or ☐ Actual cost

4. Optional Coverages:

a. \$ _____ **Money & Securities**—Inside the Premises

b. \$ _____ Outdoor Signs—Per **Occurrence**

c. \$ _____ **Hired & Non-Owned Auto** Liability

5. Deductibles:

a. \$ _____ each **Occurrence** (Building & Personal Property)

b. \$ _____ each **Occurrence** (**Money & Securities**—Inside the Premises)

c. \$ _____ each **Occurrence** (Outdoor Signs—Per **Occurrence**)

d. \$ _____ each **Occurrence** (**Hired & Non-Owned Auto** Liability)

Item 3. Coverage Section(s) and Limit of Liability (continued)

Location 2: _____

1. Building Limit \$ _____
2. Personal Property Limit \$ _____
3. Business Income/Extra Expense \$ _____
 - a. ☐ Special form or ☐ Basic form
 - b. ☐ Replacement cost or ☐ Actual cost
4. Optional Coverages:
 - a. \$ _____ **Money & Securities**—Inside the Premises
 - b. \$ _____ Outdoor Signs—Per **Occurrence**
 - c. \$ _____ **Hired & Non-Owned Auto** Liability
5. Deductibles:
 - a. \$ _____ each **Occurrence** (Building & Personal Property)
 - b. \$ _____ each **Occurrence** (**Money & Securities**—Inside the Premises)
 - c. \$ _____ each **Occurrence** (Outdoor Signs—Per **Occurrence**)
 - d. \$ _____ each **Occurrence** (**Hired & Non-Owned Auto** Liability)

Commercial General Liability Coverage Section

1. Limit of Liability:
 - a. \$ _____ each **Occurrence** Limit
 - b. \$ _____ damage to rented premises, any one premises
 - c. \$ _____ medical expense limit, any one person
 - d. \$ _____ personal & advertising injury limit, any one person or organization
 - e. \$ _____ general aggregate limit
 - f. \$ _____ product/completed operations aggregate limit

Item 4. Premium: \$ _____

Item 5. **Discovery Period** options:

1. One year = _____ % of the premium
2. Two years = _____ % of the premium
3. Three years = _____ % of the premium

As provided in Section H. of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item 6. **Run-Off Period**:

1. One year = _____ % of the premium
2. Two years = _____ % of the premium
3. Three years = _____ % of the premium
4. Four years = _____ % of the premium
5. Five years = _____ % of the premium
6. Six years = _____ % of the premium

As provided in Section I. of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

Item 7. Forms and Endorsements Effective at Inception of **Policy**:

Item 8. Notices to **Insurer**:

Notice of **Claims** to:

Nationwide Management Liability & Specialty
Attention: Claims Manager
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033
mlsreportaloss@nationwide.com

Other Notices to:

Nationwide Management Liability & Specialty
Attention: Claims Manager
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033
mlsreportaloss@nationwide.com

These Declarations, together with the **Application**, Coverage Sections, General Terms and Conditions, and any written endorsement(s) attached thereto, shall constitute the contract between the **Insured** and the **Insurer**.

BUSINESS AND MANAGEMENT INDEMNITY POLICY CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION

In consideration of the payment of premium, in reliance on the **Application** and subject to the Declarations, and terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows.

A. INSURING CLAUSES

1. Liability Insuring Clauses

a. Web-Media Services

The **Insurer** shall pay on behalf of the **Insureds**, **Costs**, **Charges and Expenses** and **Damages** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Web-Media Services Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

b. Technology Security

The **Insurer** shall pay on behalf of the **Insureds**, **Costs**, **Charges and Expenses** and **Damages** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Technology Security Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

c. Privacy Act Violation and Cyber Information Breach

The **Insurer** shall pay on behalf of the **Insureds**, **Costs**, **Charges and Expenses** and **Damages** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Privacy Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

d. Business Associate

The **Insurer** shall pay on behalf of the **Insureds**, **Costs**, **Charges and Expenses** and **Damages** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Business Associate Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

e. Privacy Fines or Penalties

The **Insurer** shall pay on behalf of the **Insureds**, **Privacy Fines or Penalties** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Privacy Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

f. PCI Standard Violation Fines and Expenses

The **Insurer** shall pay on behalf of the **Insureds**, **PCI Standard Violation Fines and Expenses** which the **Insureds** have become legally obligated to pay by reason of a **Claim** first

made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **PCI Standard Violation Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

g. **Additional Covered Expenses**

The **Insurer** shall reimburse the **Insureds** for **Additional Covered Expenses** incurred in connection with a **Claim** first made against any **Insureds** during the **Policy Period**, or, if elected, the **Discovery Period**, and reported to the **Insurer** pursuant to Section E.1. herein, for a **Wrongful Act** taking place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

2. **Company Direct Expenses Insuring Clauses**

In the event **Company Direct Expenses** Coverage is affirmatively designated in Item 3. of the Declarations relating to this Coverage Section, the following Insuring Clauses apply.

a. **Cyber Costs of Notification**

The **Insurer** shall reimburse the **Insureds** for **Costs of Notification** resulting from a **Cyber Information Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

b. **Cyber Crisis Costs**

The **Insurer** shall reimburse the **Insureds** for **Crisis Costs** resulting from a **Cyber Information Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

c. **Cyber Breach Recertification Expenses**

The **Insurer** shall reimburse the **Insureds** for **Cyber Breach Recertification Expenses** resulting from a **Cyber Information Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

d. **Cyber Breach Forensic Expenses**

The **Insurer** shall reimburse the **Insureds** for **Cyber Breach Forensic Expenses** resulting from a **Cyber Information Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

e. **Technology Breach Related Business Interruption**

The **Insurer** shall reimburse the **Insureds** for any **Business Interruption Expenses** resulting solely and directly from a **Technology Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

f. **Technology Extortion**

The **Insurer** shall reimburse the **Insureds** for any **Extortion Expenses** resulting from a **Technology Threat** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.5. herein.

g. **Data Restoration Expenses**

The **Insurer** shall reimburse the **Insureds** for **Data Restoration Expenses** resulting from a **Technology Breach** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

h. **Technology Fraud Theft Loss**

The **Insurer** shall reimburse the **Insureds** for **Technology Fraud Theft Loss** resulting from a **Technology Fraud Theft** sustained by the **Insured** and first discovered during the **Policy Period** and reported to the **Insurer** pursuant to subsection E.4. herein.

B. **DEFINITIONS**

1. **Additional Covered Expenses** means reasonable expenses the **Insureds** incur at the **Insurer's** request to attend a hearing, trial or mediation in the course of defending a **Claim** under this Coverage Section for a **Wrongful Act**, including actual loss of earnings because of time off work.
2. **Breach Notification Law** means any domestic or foreign applicable government statute or regulation specifically requiring notice to individuals whose **Personal Information** was accessed or acquired by an unauthorized person.
3. **Business Associate** means "business associate" as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, or any rules or regulations promulgated therein.
4. **Business Associate Wrongful Act** means any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty or act allegedly committed or attempted by the **Insureds** in the capacity as a **Business Associate** which occurs solely as a result of a **Cyber Information Breach**, solely where such **Cyber Information Breach** occurs in connection with or relates to **Private Information** governed or regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, or any rules or regulations promulgated therein.
5. **Business Income** means the amount equal to business revenues, less all expenses of the **Company** other than any applicable business entity income tax amounts. **Business Income** shall be reduced to the extent that the **Insured** is able to terminate, reduce or limit the **Computer Interruption**.
6. **Business Interruption Expenses** means the actual loss of **Business Income** the **Company** solely and directly sustains due to a **Computer Interruption** occurring at the premises of the **Company** as a direct result of a **Technology Breach**. **Business Interruption Expenses** shall only be applicable to the period of time beginning after the **Waiting Period** set forth in Item 3. of the Declarations Page and during the **Period of Recovery**. **Business Interruption Expenses** shall not include any loss of **Business Income** the **Company** sustains during the **Waiting Period**.
7. **Claim** means:
 - a. a written demand against any **Insureds** for monetary damages or non-monetary or injunctive relief;
 - b. a civil proceeding against any **Insureds**, commenced by the service of a complaint or similar pleading;
 - c. a civil, administrative or regulatory proceeding, or a formal governmental investigation against any **Insured** commenced by the filing of a notice of charges, investigative order or similar document;
 - d. an arbitration or mediation, proceeding against any **Insureds** commenced by receipt of a demand for arbitration or mediation or similar document; or
 - e. a written request received by the **Company** to toll or waive the statute of limitations regarding a potential **Claim** described in paragraphs a. through d. above.
8. **Company Breach** means any:
 - a. **Cyber Information Breach**;

- b. **Technology Breach**; or
 - c. **Technology Fraud Theft**.
9. **Company Direct Expenses** means:
- a. **Business Interruption Expenses**;
 - b. **Costs of Notification**;
 - c. **Crisis Costs**;
 - d. **Cyber Breach Forensic Expenses**;
 - e. **Cyber Breach Recertification Expenses**;
 - f. **Data Restoration Expenses**;
 - g. **Extortion Expenses**; and
 - h. **Technology Fraud Theft Loss**.
10. **Computer Interruption** means the actual and measurable interruption or suspension of the **Computer System**. Any **Computer Interruption** that has as a common nexus with another **Computer Interruption**, any fact, circumstance, situation, event, transaction, vulnerability, cause, or series of causally connected facts, circumstances, situations, events, transactions, vulnerabilities, or causes, shall be considered a single **Computer Interruption** and deemed to have first occurred at the time of the first such **Computer Interruption**.
11. **Computer System** means computer hardware, software, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment, electronic backup facilities, including, but not limited to, any computer, network server, firewall, filter, intrusion detection system, network monitoring software, antivirus software, password authentication application, laptop lock or other technology the **Company** owns, leases or controls on premises or elsewhere or the similar technology of another entity that controls, maintains or stores **Private Information** at the direction and consent of the **Company**.
12. **Computer Virus** means unauthorized computer code that is designed and intended to transmit, infect and propagate over any **Computer System** or network and cause:
- a. computer code or programs to perform in an unintended manner;
 - b. the deletion or corruption of electronic data or software; or
 - c. the disruption or suspension of a **Computer System** or network including, but not limited to, denial-of-service (DoS) and distributed denial-of-service (DDoS) attacks.
13. **Continuity Date** means the date set forth in Item 3. of the Declarations relating to this Coverage Section.
14. **Costs, Charges and Expenses** mean reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability. **Costs, Charges and Expenses** do not include salaries, wages, compensation, fees, overhead or benefit expenses of or associated with partners, officers, directors, managers, member managers, or employees of the **Company**.
15. **Costs of Notification** means:
- a. any reasonable and necessary cost or expense of the **Company** to notify any individual of any **Cyber Information Breach**:

- i. under any **Privacy Act** or **Breach Notification Law**;
 - ii. as determined appropriate by outside legal counsel the **Insurer** retains in connection with a **Cyber Information Breach**;
 - iii. as mandated under Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, or any rules or regulations promulgated therein as a result of a **Business Associate Wrongful Act**;
 - iv. on a voluntary basis, provided such voluntarily **Costs of Notification** will only apply in the event a **Cyber Information Breach** poses a significant risk of financial, reputational or other harm to such individuals or the **Company** and the **Insurer** consents to such cost or expense; and
- b. the reasonable and necessary cost to monitor the credit reports of any individual who has been the subject of a **Cyber Information Breach** for:
 - i. the length of time as required under any **Privacy Act** or **Breach Notification Law**; or
 - ii. a period of time, not to exceed two years, if any **Privacy Act** does not mandate such monitoring of credit reports.
- 16. **Crisis** means the publication, in a daily newspaper of general circulation or a radio, internet or television news report, of unfavorable information regarding the **Company** resulting from an actual or alleged **Cyber Information Breach** that is reasonably likely to lessen public confidence in the competence, integrity or viability of the **Company** to conduct business.
- 17. **Crisis Costs** means the following expenses, when incurred by the **Company** during the pendency of or within one hundred and eighty (180) days prior to, and in the anticipation of, a **Crisis**, regardless of whether a **Claim** is ever made against an **Insured** arising from such **Crisis**, and, in the event that a **Claim** is made, regardless of whether the expenses are incurred prior to or subsequent to the **Claim**:
 - a. reasonable and necessary fees and expenses, including the establishment and operation of a call center, incurred by a **Public Relations Firm** in the performance of **Public Relations Services** for the **Company** arising from a **Crisis**; or
 - b. reasonable and necessary printing, advertising, mailing of materials, or travel expenses incurred by the **Insured** or the **Public Relations Firm** in connection with a **Crisis**.
- 18. **Cyber Breach Forensic Expenses** means the reasonable and necessary costs or expenses incurred by the **Insured** to hire or retain a technology expert or entity, including any security, network, data, or forensic expert or entity, to determine the existence and cause of any actual or suspected:
 - a. **Cyber Information Breach**; or
 - b. violation of **PCI Standards**.
- 19. **Cyber Breach Recertification Expenses** means any reasonable and necessary costs or expenses incurred by the **Insured** for a computer security expert to demonstrate the **Insured's** ability to prevent a future electronic data breach as required by a written agreement between an **Insured** and a merchant bank or payment processor in order to comply with a **PCI Standard**.
- 20. **Cyber Information Breach** means the unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosure of **Private Information** which compromises the security or privacy of such **Private Information**, including, but not limited to, the unauthorized and fraudulent taking of **Private information** by reason of a **Technology Breach** or the actual unauthorized taking of physical **Private Information** by any person, employee or entity.

21. **Damages** means damages, judgments, settlements, **Privacy Fines or Penalties, PCI Standard Violation Fines and Expenses**, and pre-judgment or post-judgment interest awarded by a court incurred by any of the **Insureds**. **Damages** does not include:
- a. taxes;
 - b. fines or penalties, other than **Privacy Fines or Penalties** or **PCI Standard Violation Fines and Expenses**;
 - c. matters uninsurable under the laws pursuant to which this **Policy** is construed;
 - d. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the internal laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds, Insurer**, this **Policy** or the **Claim** giving rise to such damages;
 - e. the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
 - f. any amounts for which the **Insureds** are not financially liable or legally obligated to pay;
 - g. future royalties or future profits, restitution, or disgorgement of profits by the **Insureds**;
 - h. licensing fees or the return or offset of fees, charges, or commissions for the goods or services already provided;
 - i. that portion of any judgment or settlement representing liquidated damages pursuant to any contract or agreement;
 - j. the costs of recall, correction, reproduction, redistribution or reprinting of **Web-Media Material**; or
 - k. any **Company Direct Expenses**, other than **Costs of Notification** in connection with a **Business Associate Wrongful Act**.
22. **Data Restoration Expenses** means the reasonable and necessary costs and expenses incurred by the **Insured** to engage an outside party to restore, recover or replicate electronic data in the custody, care or control of the **Company** that is damaged or destroyed accidentally or as a direct result of a **Technology Breach**; provided, however:
- a. if the **Company**:
 - i. cannot restore, but can recollect such electronic data, then **Data Restoration Expenses** shall be limited to the actual cost the **Company** incurs to recollect such electronic data; and
 - ii. cannot restore or recollect such electronic data, then **Data Restoration Expenses** shall be limited to the actual cost the **Company** incurs to reach this determination;
 - b. **Data Restoration Expenses** does not include:
 - i. any cost or expense to update, replace, restore, or otherwise improve electronic data to a level beyond that which existed prior to the **Technology Breach**, or to identify or remediate software program errors or vulnerabilities;
 - ii. any cost or expense to research and develop electronic data, including **Third Party Confidential Business Information**;

- iii. the economic or market value of electronic data, including **Third Party Confidential Business Information**; or
 - iv. any salary or other wages of any employee of the **Company**.
23. **Extortion Expenses** means:
- a. the payment of any amount by any of the **Insureds** to a third party as extortion for the purpose of ending a **Technology Threat**;
 - b. any reasonable and necessary costs or expenses incurred by the **Insured** in investigating or establishing the cause of an extortion against the **Insured** resulting from a **Technology Threat**;
 - c. any reasonable and necessary costs or expenses incurred by the **Insured** in negotiating or delivering an extortion payment resulting from a **Technology Threat** against the **Insured**, including, but not limited to, travel expenses and the hiring of a third party to negotiate or deliver such payment; and
 - d. fifty percent (50%) of any reward offered and paid by the **Insureds** to a third party for information leading to the arrest and conviction of any person who attempted or committed extortion against the **Insured** through a **Technology Threat**.
24. **Insureds** means:
- a. the **Company**;
 - b. all natural persons who were, now are, or shall become partners, officers, directors, managers, member managers, or employees, including any part time, temporary, leased or seasonal employees, of the **Company**;
 - c. any independent contractor who is a natural person, but only to the extent such individual performs work or services for or on behalf of the **Company**;
 - d. the estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy of such natural person **Insureds**; and
 - e. any **Third Party Insured**, but only to the extent of **Costs, Charges and Expenses** and **Damages** which an **Insured** is legally obligated to pay by reason of a **Claim** arising solely out of actual or alleged **Wrongful Acts** by an **Insured** in a. through d. above.
- Insureds** does not mean any joint venture entity in which the **Company** has any ownership interest.
25. **Interrelated Wrongful Acts** mean **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, cause, transaction or series of facts, circumstances, situations, events, transactions or causes.
26. **Loss** means:
- a. **Costs, Charges and Expenses**;
 - b. **Company Direct Expenses**; and
 - c. **Damages**.
27. **Malicious Code** means any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a computer or information system, including, but not limited to, attack scripts, **Computer Viruses**, worms, Trojan horses, backdoors, logic bombs, and malicious active content.
28. **Merchant Services Agreement** means a written agreement between the **Insured** and a financial institution, credit or debit card company, credit or debit card processor, merchant bank, or any other entity offering or providing merchant card transaction processing or payment gateway services to the **Insured**.

29. **PCI Standards** means the Payment Card Industry Data Security Standard or any amendments thereto.
30. **PCI Standard Violation Fines and Expenses** means any fine, penalty, reimbursement, fraud recovery, or assessment imposed upon or owed by any **Insured** under the terms of a **Merchant Services Agreement**; provided, however **PCI Standard Violation Fines and Expenses** does not include:
- a. any amounts for which the **Insureds** are not financially liable or legally obligated to pay;
 - b. charge back amounts, interchange fees, discount fees, or prospective fees; or
 - c. **Privacy Fines or Penalties.**
31. **PCI Standard Violation Wrongful Act** means the breach or violation of a **Merchant Services Agreement** by the **Insured** resulting from a failure by the **Insured** to comply with the **PCI Standards** and where such breach or violation solely arises from a **Cyber Information Breach**.
32. **Period of Recovery** means the timeframe that:
- a. starts at the date and time that the **Computer Interruption** first occurred; and
 - b. ends at the earlier of that date and time that the **Computer Interruption** ends or would have ended had the **Insured** acted with due diligence and dispatch;
- provided, however, in no event shall the **Period of Recovery** mean more than or exceed one hundred and twenty (120) days.
33. **Personal Information** means any personal information not available to the general public of any natural person who is a consumer, customer, vendor, employee or applicant for employment, service provider, client, or other business invitee of the **Company** where such non-public personal information can be used to identify such natural person and where such non-public information is in the custody, care or control of the **Company** or another entity at the direction and consent in writing by the **Company**. Such **Personal Information** shall include, but not be limited to, a natural person's name, address, telephone number, date of birth, social security number, account number, history of account transactions, account balance, account relationships, credit card number, medical records, medical history and any other non-public personal information.
34. **Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). **Pollutants** shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Insured** for consumption) and electric or magnetic or electromagnetic field.
35. **Privacy Act** means any federal, state, international or local statutory or common law requiring the **Company** to protect the confidentiality, privacy or security of **Personal Information** including, but not limited to, The Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Privacy Rule of HIPAA related to a Business Associate agreement or similar contract and section 1798 of the California Civil Code. **Privacy Act** does not include the Children's Online Privacy Protection Act of 1998 (COPPA), as amended, or any common or statutory federal, state or local law governing the collection or use of the **Personal Information** of a child under the age of thirteen (13).

36. **Privacy Fines or Penalties** means fines or penalties assessed against the **Insured** solely by a **Regulatory Agency** following and directly resulting from a **Privacy Wrongful Act**.
37. **Privacy Wrongful Act** means any actual or alleged:
- a. error, omission, misleading statement, misstatement, neglect, breach of duty or act allegedly committed or attempted by the **Insureds**, which occurs solely in connection with a **Cyber Information Breach**; or
 - b. violation of any **Privacy Act** by an **Insured**.
38. **Private Information** means:
- a. **Personal Information**;
 - b. **Third Party Confidential Business Information**; or
 - c. any other information, whether public or non-public, in the custody, care or control of the **Company** or another entity at the direction and consent in writing by the **Company**.
39. **Public Relations Firm** means any public relations firm, crisis management firm or law firm hired by the **Company** with the **Insurer's** prior written consent to perform **Public Relations Services** in connection with a **Crisis**.
40. **Public Relations Services** means those services performed by a **Public Relations Firm** to minimize potential harm to public confidence in the competence, integrity or viability of the **Company** to conduct business arising from a **Crisis**, including maintaining and restoring public confidence in the **Company**, mitigating or averting material damage to the reputation of the **Company**, and providing advice to the **Insureds**.
41. **Regulatory Agency** means any federal, state or municipal agency, or other governmental or quasi-governmental authority, or the office of any state or federal Attorney General, including, but not limited to, the U.S. Department of Justice or any other governmental department.
42. **Retroactive Date** means the date set forth in Item 3. of the Declarations relating to this Coverage Section.
43. **Technology Breach** means the failure of any **Computer System** to prevent any party from any **Unauthorized Access** to or **Unauthorized Use**, or denying service or access to, any data or information in the custody, care or control of the **Company**, including, but not limited to, the use or transmission of any **Malicious Code** to perpetrate such **Unauthorized Access** to or **Unauthorized Use** of such data or information.
44. **Technology Fraud Theft** means:
- a. the unlawful, unauthorized or fraudulent taking, transference or conveyance of money, securities, monetary instruments or other tangible properties that have intrinsic value by means of instructions communicated directly or indirectly through any **Unauthorized Access**, **Unauthorized Use** or any technology or communication system, including email, texting, telephone, facsimile or similar electronic based technology;
 - b. the fraudulent use or misuse of the electronic identity of any **Insured** to the detriment of the **Company**, including the establishment of credit in the name of the **Company**, the electronic signing of any contract, the creation of any website designed to impersonate the **Company** or the reliance of any person or entity other than the **Company** on such fraudulent identity; and
 - c. any fraudulent use or misuse of any electronic communications or websites designed to impersonate the **Company** or any product or service of the **Company**.

45. **Technology Fraud Theft Loss** means:
- a. the monetary loss or harm to the **Company**;
 - b. the cost of creating and issuing a specific press release or similar communication, or establishing a specific website to make existing or prospective customers aware of any fraudulent communication;
 - c. the cost of reimbursing any existing customer for financial losses arising directly from any fraudulent communication; or
 - d. any identifiable and quantifiable reduction in the net income of the **Company** arising directly from any fraudulent communication;
- solely resulting from a **Technology Fraud Theft**.
46. **Technology Products** means computer or telecommunications hardware, custom, packaged or other software, or related electronic equipment, including the design, development, manufacturing, assembly, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.
47. **Technology Security Wrongful Act** means any actual or alleged:
- a. failure to prevent a party from unauthorized access to or use of, or tampering with, any **Computer System**, including but not limited to the denial or disruption of access or services or the functional failure of any **Computer System**;
 - b. release, transmission or distribution of **Malicious Code** from any **Computer System** to a third party; or
 - c. inability of a third-party, who is authorized to do so, to gain access to any computer, online services or electronic data or systems through the use of any **Computer System**.
48. **Technology Threat** means the threat to:
- a. commit harm or damage to any computer related technology the **Company** owns, leases or controls on premises or elsewhere, including, but not limited to, computer hardware, software, network or connection to the internet; or
 - b. access and use or publish any data in the possession of the **Company**, including, but not limited to, **Private Information**.
49. **Third Party Confidential Business Information** means any information of a third party entity who is not an **Insured** under this **Policy**, including, but not limited to, trade secrets, business processes, manufacturing processes, business plans, inventions, techniques, data of any kind, drawings, customer lists, financial statements, sales data, proprietary business information of any sort, research or development projects or results, tests or any non-public information which concerns the business, operations, ideas or plans of such third party entity, but solely where any **Insured** has custody, care or control of such information. **Third Party Confidential Business Information** does not include information which is available to the general public or which can be independently developed by another party.
50. **Third Party Insured** means any person or entity to whom the **Company** has a legal obligation pursuant to a written agreement to indemnify such person or entity for any **Wrongful Act** actually or allegedly committed by another **Insured** who is not also a **Third Party Insured**.
51. **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
52. **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.

53. **Waiting Period** means the time frame set forth in Item 3. of the Declarations.
54. **Web-Media Communication** means any communication of **Web-Media Material** through an internet or intranet website the **Company** owns or controls, regardless of the nature or form of such communication.
55. **Web-Media Material** means material of any form or nature whatsoever contained at any time on an internet or intranet website the **Company** owns or controls, including, but not limited to, advertising, art, words, data, email communications, entertainment, film, composition, news, photographs, pictures, printed materials, recordings, social media sites, video, computer coding, images, graphics and music.
56. **Web-Media Services** means:
- a. the gathering, collection or recording of **Web-Media Material** for inclusion in any **Web-Media Communication**; or
 - b. the publication, dissemination or release of **Web-Media Material** in any **Web-Media Communication**;
- in the ordinary course of the **Company's** business.
57. **Web-Media Services Wrongful Act** means one of the following acts committed in the course of the **Insureds'** performance of **Web-Media Services**:
- a. disparagement or harm to the reputation, feelings or character of any natural person or entity, defamation, libel, slander, product disparagement, trade libel, negligent infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
 - b. invasion of or interference with the right of privacy or publicity, including eavesdropping, intrusion upon seclusion, false light, invasion of privacy, public disclosure of private facts, breach of confidence and misappropriation of name or likeness;
 - c. false arrest, detention or imprisonment or malicious prosecution;
 - d. infringement of any right to private occupancy, including trespass, wrongful entry, or eviction;
 - e. plagiarism, piracy or misappropriation of ideas;
 - f. infringement of copyright, or the dilution or infringement of trademark, trade dress, service mark, service name, trade name, title or slogan; or
 - g. negligence regarding the content of any **Web-Media Communication**, including harm directly resulting from reliance or failure to rely upon such content.
58. **Wrongful Act** means any:
- a. **Business Associate Wrongful Act**;
 - b. **Web-Media Services Wrongful Act**;
 - c. **PCI Standard Violation Wrongful Act**;
 - d. **Privacy Wrongful Act**; or
 - e. **Technology Security Wrongful Act**.

C. EXCLUSIONS

1. Exclusions Applicable to All Insuring Clauses

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim** or **Company Direct Expenses**:

- a. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - ii. any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

including, without limitation, any such **Claim** by or on behalf of the **Company**, its securities holders or creditors;
- b. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act, Cyber Information Breach, Technology Breach or Technology Threat**, fact, circumstance or situation which any of the **Insureds** had knowledge of prior to the **Continuity Date** where such **Insureds** had reason to believe at the time that such known **Wrongful Act, Cyber Information Breach, Technology Breach or Technology Threat** could reasonably be expected to give rise to such **Claim** or **Company Direct Expense**;
- c. for any **Technology Fraud Theft Loss** resulting from any dishonest or fraudulent act committed by any **Insured**, whether acting alone or in collusion with others, if established by a final, non-appealable adjudication in such **Claim**, a guilty verdict, or guilty plea or other written admission under oath by such **Insureds**; provided, the **Wrongful Act** of one or more **Insureds** shall not be imputed to any other **Insureds** for the purpose of determining the applicability of this exclusion;
- d. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, or act of God;
- e. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any:
 - i. change in electric power supply, including, but not limited to, power interruption or surge, brownout, blackout, short circuit, over voltage, induction, or power fluctuation; or
 - ii. mechanical or electrical failure, breakdown or defect of any hardware;

provided, however, this exclusion 1.e. shall not apply to any such **Claim** or **Company Direct Expenses** arising out of the actual or alleged negligence of the **Insured**; or
- f. for that portion of **Loss** which is covered under any other Coverage Section of this **Policy**.

2. Exclusions Applicable to Insuring Clauses A.1.

Insurer shall not be liable for **Loss** under this Coverage Section on account of any **Claim**:

- a. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. bodily injury, sickness, disease or death of any person, mental anguish, emotional distress, mental injury, mental tension, pain or suffering or shock, or loss of consortium resulting therefrom;
 - ii. loss of, damage to, or destruction of any tangible property or securities, including loss of use thereof; or
 - iii. discrimination, humiliation, harassment, or misconduct arising out of or related to any such discrimination, if established by a final, non-appealable adjudication in such **Claim**, a guilty verdict, or guilty plea or other written admission under oath by such **Insureds**;

provided, however, this exclusion 2.a. shall not apply to any such **Claim** directly resulting from a **Technology Breach**;

- b. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. any **Wrongful Act, Cyber Information Breach, Technology Breach** or **Technology Threat**, fact, circumstance or situation which has been the subject of any written notice given under any similar policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
 - ii. any other **Wrongful Act**, whenever occurring, which together with a **Wrongful Act** which has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;
- c. brought by or on behalf of any of the **Insureds** or any of the **Insureds'** successors or assigns, or by any natural person or entity:
 - i. which is owned, operated or controlled by any of the **Insureds**;
 - ii. which owns, operates or controls any of the **Insureds**;
 - iii. which is affiliated with any of the **Insureds** through common ownership of greater than fifteen percent (15%), common operation or common control; or
 - iv. in which any of the **Insureds** is a director, officer, partner, member or security holder;

provided, this exclusion 2.c. shall not apply to **Company Direct Expenses** or any such **Claim** brought by or on behalf of any natural person **Insured** which directly results from a **Cyber Information Breach** or brought by a **Third Party Insured**;
- d. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving express warranties or guarantees;
- e. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part infringement of any patent or inducement to infringe a patent;
- f. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - i. any prior or pending litigation or administrative or regulatory proceeding, or formal or informal governmental investigation or inquiry filed or pending on or before the **Continuity Date**;
 - ii. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or regulatory proceeding, or formal or informal governmental investigation or inquiry;
- g. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any dispute involving fees, expenses or costs paid to or charged by the **Insureds**;
- h. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the gaining in fact of any profit or advantage to which the **Insureds** were not legally entitled, if established by a final, non-appealable adjudication in such **Claim**, a guilty verdict, or guilty plea or other written admission under oath by such **Insureds**;
- i. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any dishonest, fraudulent or criminal act of the **Insureds**, if established by a final, non-appealable adjudication in such **Claim**, a guilty verdict, or guilty plea or other written admission under oath by such **Insureds**; provided, the **Wrongful Act** of

one or more **Insureds** shall not be imputed to any other **Insureds** for the purpose of determining the applicability of this exclusion;

- j. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the violation of any unfair competition or false, deceptive or unfair business practices law, rule or regulation, if established by a final, non-appealable adjudication in such **Claim**, a guilty verdict, or guilty plea or other written admission under oath by such **Insureds**;
- k. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar federal, state or local statutory law, rules, regulations or common law;
- l. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the misappropriation of any trade secret, where such trade secret was, actually or allegedly, in the care, custody or control of any natural person, in whole or in part, prior to the date such person became an **Insured**;
- m. for violation of any antitrust, or restraint of trade law, rule or regulation, or any similar law, rule or regulation which protects competition;
- n. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the insolvency or bankruptcy of any of the **Insureds** including, but not limited to, the failure, inability, or unwillingness to pay claims, losses, or benefits due to such insolvency or bankruptcy;
- o. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the Securities Act of 1933, the Securities Exchange Act of 1934, any state securities law, any other similar federal, state, local or common law, any rules or regulations promulgated thereunder, or any amendments thereto;
- p. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged commingling of funds;
- q. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the failure to meet with advertised quality and/or price;
- r. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the gradual wear, tear and degradation and/or product recall;
- s. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Insured** warranting or guaranteeing of third party software or hardware;
- t. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Telephone Consumer Protection Act of 1991, 47 U.S.C. 227 ("TCPA"), as amended, or for any other law concerning:
 - i. the solicitation of private residences or other individuals or entities through the use of automatic dialing systems, artificial or prerecorded messages, SMS text messages, fax machines or other telephonic or electronic means; or
 - ii. the maintenance of a "do-not-call" type list of consumers who ask not to be contacted or who otherwise fail to or withhold consent to be contacted via telephonic, electronic, or other means; or
- u. alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged violation of the Children's Online

Privacy Protection Act of 1998 (COPPA), as amended, or any common or statutory federal, state or local law governing the collection or use of the **Personal Information** of a child under the age of thirteen (13).

When exclusion 2.a.iii. applies, the **Insureds** shall reimburse the **Insurer** for any **Costs, Charges and Expenses** advanced.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the **Insurer** shall apply only to that part of **Loss**, which is excess of the Retention amounts applicable to this Coverage Section, as shown in Item 3. of the Declarations. The **Insureds** shall be responsible for payment of the Retentions, which the **Insureds** shall bear uninsured and at their own risk. If different parts of a single **Claim, Technology Breach, or Cyber Information Breach** are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. As shown in Item 3. of the Declarations relating to this Coverage Section, the following Limits of Liability of the **Insurer** shall apply:
 - a. The amount set forth in Item 3.1.a. shall be the aggregate limit of liability for each **Claim**, including any applicable sublimit for **Privacy Fines or Penalties** and **PCI Standard Violation Fines and Expenses**, subject to an aggregate limit of liability for all **Claims** under this Coverage Section. Such aggregate limit of liability shall be subject to the maximum aggregate limit of liability for all **Loss** under this Coverage as set forth in Item 3.1.c.
 - b. The amounts set forth in Item 3.1.b shall be the aggregate limit of liability for each of the individual **Company Direct Expenses**, subject to a maximum aggregate limit of liability for all **Company Direct Expenses** under this Coverage Section. Such maximum limit of liability for all **Company Direct Expenses** shall be subject to the maximum aggregate limit of liability for all **Loss** under this Coverage as set forth in Item 3.1.c.
 - c. The amount set forth in Item 3.1.c. shall be the maximum aggregate limit of liability for the payment of **Loss** under all Insuring Clauses for this Coverage Section. The Limits of Liability set forth in Items 3.1.a. and 3.1.b. relating to this Coverage Section shall be a part of and not in addition to the maximum aggregate limit of liability set forth in Item 3.1.c.
 - d. The amount set forth in Item 3.2.a. shall be the limit per day for each of the **Insureds** subject to the aggregate limit set forth in Item 3.2.b. for all **Insureds** for **Additional Covered Expenses**. No Retention applies to **Additional Covered Expenses** and any such payments are in addition to the limit of liability set forth in Item 3.1.c.
 - e. The reduction of any Limit of Liability of any other Coverage Section shall not reduce the Limit of Liability set forth in Item 3.1. relating to this Coverage Section.
3. All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
 - a. the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
 - b. the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to subsection E.2. below.
4. Payments of **Loss** by the **Insurer** shall reduce the Limit of Liability under this Coverage Section. **Costs, Charges and Expenses** are part of, and not in addition to, the Limit of Liability and payment of **Costs, Charges and Expenses** reduces the Limit of Liability. If such Limit of Liability is exhausted by payment of **Loss**, the obligations of the **Insurer** under this Coverage Section are completely fulfilled and extinguished.

E. NOTIFICATION AND DISCOVERY

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section, give the **Insurer** written notice of any **Claim** as soon as practicable after an executive officer, risk manager or general counsel of the **Company** first becomes aware of such **Claim**, but in no event later than:
 - a. ninety (90) days after the end of the **Policy Period**; or
 - b. if the **Claim** is first made against the **Insureds** during the **Discovery Period**, if purchased, ninety (90) days after the end of the **Discovery Period**.
2. If, during the **Policy Period** or the **Discovery Period**, if purchased, any of the **Insureds** first becomes aware of a specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to **Insurer** as soon as practicable of:
 - a. a description of the facts, circumstances, or allegations anticipated;
 - b. the identity of the potential claimants;
 - c. the circumstances by which the **Insureds** first became aware of the facts of circumstances;
 - d. the identity of the **Insureds** allegedly involved;
 - e. the consequences which have resulted or may result; and
 - f. the nature of the potential monetary damages and non-monetary relief;

then, any **Claim** made subsequently arising out of such facts or circumstances shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such facts or circumstances result in a **Claim**.

3. Notice to **Insurer** shall be given to the address specified in Item 8. of the Declarations for this **Policy**.
4. The **Insureds** shall, as a condition precedent to their rights to payment of **Company Direct Expenses**, other than **Extortion Expenses**, under this Coverage Section, give the **Insurer** written notice of any **Company Breach** as soon as practicable after the **Insured** discovers such **Company Breach**, but in no event later than sixty (60) days after such discovery. The **Insurer** will pay for **Company Direct Expenses** sustained by the **Insured** resulting from a **Company Breach** occurring at any time and discovered by the **Insured** during the **Policy Period**. Discovery of the **Company Breach** occurs when an officer, director, Insurance Manager or Risk Manager of the **Insured** first becomes aware of facts which would cause a reasonable person to assume that a **Company Breach** covered by this Coverage Section has occurred, even though the exact amount or details of any such **Company Direct Expenses** may not then be known. Discovery also occurs when the **Insured** receives notice of an actual or a potential **Claim** against it alleging facts that, if true, would constitute a covered **Claim** for a **Wrongful Act** under this Coverage Section.
5. The **Insureds** shall, as a condition precedent to their rights to payment of **Extortion Expenses** under this Coverage Section, give the **Insurer** written notice of any **Technology Threat** as soon as practicable, but in no event later than sixty (60) days after such **Technology Threat** has been first made.

F. SETTLEMENTS, DEFENSE AND PAYMENT OF EXPENSES

1. It shall be the right and duty of the **Insurer** and not the **Insureds** to defend any **Claim**, including the right and duty to select counsel to defend any **Claim**. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease

when the Limits of Liability have been exhausted by the payment of **Loss**, including **Costs, Charges and Expenses**.

2. The **Insurer** may make any investigation it deems necessary, and shall have the right to settle any **Claim**; provided, however, no settlement shall be made without the consent of the **Parent Company**, such consent not to be unreasonably withheld.
3. The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Costs, Charges and Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Costs, Charges and Expenses**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insureds** from the claimant(s).
4. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery.
5. The **Insureds** agree not to incur or pay any **Costs of Notification, Crisis Costs, Data Restoration Expenses, Extortion Expenses, Cyber Breach Recertification Expenses** or **Technology Fraud Theft Losses** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any **Costs of Notification, Crisis Costs, Data Restoration Expenses, Extortion Expenses, Cyber Breach Recertification Expenses** or **Technology Fraud Theft Losses** to which it has not consented.
6. Selection of third party vendors shall be mutually agreed upon between the **Insured** and the **Insurer**. If the **Insured** and the **Insurer** cannot agree on the selection of third party vendors, the **Insurer's** decision shall be final.

G. OTHER INSURANCE

If any **Loss** covered under this Coverage Section is covered under any other valid insurance, then this **Policy** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Loss** in connection with such **Claim** is collectible or recoverable under such other policy, unless such other insurance is written only as specific excess insurance over the Limit of Liability for this Coverage Section.

H. MERGERS AND ACQUISITIONS

The **Parent Company** shall give written notice to the **Insurer** prior to the completion of a merger or acquisition by or of the **Company** and the **Insurer** expressly reserves the right to demand a premium adjustment or change in **Policy** terms and conditions if this **Policy** is to remain in force subsequent to any such merger or acquisition. However, the **Insureds** are not required to notify the **Insurer** until renewal of this **Policy** if such merger or acquisition will represent an increase of less than twenty-five percent (25%) of the **Company's** annual revenues as set forth in its most recent application to the **Insurer** for insurance and there is a no change in the services that will be performed by the **Insureds** or acquired company as compared to the services that are listed on the **Application**.

I. DUTIES IN THE EVENT OF A CYBER INFORMATION BREACH

After the **Insured** discovers a **Cyber Information Breach** or a situation that may result in a **Cyber Information Breach** that may be covered under this Coverage Section, the **Insured** must:

1. submit to an examination under oath at the **Insurer's** request and give the **Insurer** a sworn statement of the answers of the **Insured**;

2. provide the **Insurer** with a sworn proof of loss within sixty (60) days after discovery which shall provide, at a minimum:
 - a. the date and circumstances surrounding discovery, including the name(s) of the person(s) making the discovery;
 - b. details of how the **Cyber Information Breach** occurred or will occur;
 - c. the amount of actual loss known and an estimate of the total loss expected to result; and
 - d. a description of all known sources of recovery to reduce any **Company Direct Expenses**;
3. provide the **Insurer** with all information, assistance and cooperation as the **Insurer** may reasonably request in the investigation of the **Cyber Information Breach** and corresponding **Company Direct Expenses**;
4. not incur any **Company Direct Expenses** without the written consent of the **Insurer**; and
5. notify the police or other appropriate law enforcement authority(ies) if the **Insured** has reason to believe that the **Cyber Information Breach** involves a violation of law.

J. DUTIES IN THE EVENT OF A TECHNOLOGY THREAT

After the **Insured** receives a **Technology Threat** or becomes aware of a **Technology Threat** that may lead to **Extortion Expenses** covered under this Coverage Section, the **Insured** must:

1. submit to an examination under oath at the **Insurer's** request and give the **Insurer** a sworn statement of the answers of the **Insured**;
2. provide the **Insurer** with all information, assistance and cooperation as the **Insurer** may reasonably request in the investigation of the **Technology Threat** and corresponding **Extortion Expenses**; and
3. notify the police or other appropriate law enforcement authority(ies) of the **Technology Threat** and any corresponding **Extortion Expenses**.

K. DUTIES IN THE EVENT OF A TECHNOLOGY BREACH

After the **Insured** discovers a **Technology Breach** that may result in any **Company Direct Expenses** covered under this Coverage Section, the **Insured** must:

1. submit to an examination under oath at the **Insurer's** request and give the **Insurer** a sworn statement of the answers of the **Insured**;
2. provide the **Insurer** with all information, assistance and cooperation as the **Insurer** may reasonably request in the investigation of the **Technology Breach** and corresponding **Company Direct Expenses**;
3. not incur any **Company Direct Expenses** without the written consent of the **Insurer**; and
4. notify the police or other appropriate law enforcement authority(ies) if the **Insured** has reason to believe that the **Technology Breach** involves a violation of law.

L. DUTIES IN THE EVENT OF A TECHNOLOGY FRAUD THEFT LOSS

After the **Insured** discovers a **Technology Fraud Theft** or circumstances that may result in a **Technology Fraud Theft Loss** that may be covered under this Coverage Section, the **Insured** must:

1. provide to the **Insurer** written notice of such **Technology Fraud Theft** as soon as practicable, but in no event later than sixty (60) days after such discovery;
2. submit to an examination under oath at the **Insurer's** request and give the **Insurer** a sworn statement of the answers of the **Insured**;

3. provide the **Insurer** with a sworn proof of loss within one hundred eighty (180) days after discovery which shall provide, at a minimum:
 - a. the date, detailed description and circumstances surrounding discovery, including the name(s), position(s)/title(s) of the person(s) making the discovery and copies of any written materials evidencing such **Technology Fraud Theft**;
 - b. details of how the subject **Technology Fraud Theft Loss** occurred or will occur;
 - c. the amount of actual **Technology Fraud Theft Loss** known and an estimate of the total **Technology Fraud Theft Loss** expected to result; and
 - d. a description of all known sources of recovery to reduce the **Technology Fraud Theft Loss**;
4. provide the **Insurer** with all information, assistance and cooperation as the **Insurer** may reasonably request in the investigation of the **Technology Fraud Theft Loss**;
5. notify the police or other appropriate law enforcement authority(ies) if the **Insured** has reason to believe that the **Technology Fraud Theft Loss** involves a violation of law; and
6. keep accurate records of all covered property or expenses so that the **Insurer** can verify the amount of any claimed **Technology Fraud Theft Loss**.

M. ASSISTANCE, COOPERATION AND SUBROGATION

Notwithstanding any provision to the contrary in the **Policy's** General Terms and Conditions, the **Insurer** does not waive its subrogation rights to recover **Business Interruption Expenses** from any party as a result of a **Technology Breach**.

N. GENERAL PROVISIONS

Section I., **RUN-OFF COVERAGE**, of the General Terms and Conditions of this **Policy** shall not apply to this Coverage Section.

Underwritten by:
Scottsdale Indemnity Company
Home Office:
One Nationwide Plaza
Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive
Scottsdale, Arizona 85258



Northwest Professional Center
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APPLICATION FOR BUSINESS AND MANAGEMENT (BAM) INDEMNITY INSURANCE CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGES

NOTICE: THE CLAIMS MADE AND REPORTED LIABILITY COVERAGE SECTIONS OR PROVISIONS OF THIS POLICY FOR WHICH THIS APPLICATION IS BEING MADE, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF APPLICABLE, ANY DISCOVERY PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE POLICY. THE AMOUNTS INCURRED TO DEFEND A CLAIM REDUCE THE APPLICABLE LIMIT OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION OR DEDUCTIBLE.

Instructions: Please read carefully and answer all questions. If a question is not applicable, so state. This Application and all exhibits shall be held in confidence. Please read the Policy for which application for coverage is made (the "Policy") prior to completing this Application. The terms as used herein shall have the meanings as defined in the Policy.

Applicant means all corporations, organizations or other entities set forth in Question 1. of the General Information section of this **Application**, including any subsidiaries, proposed for this insurance.

GENERAL INFORMATION

1. Name of **Applicant**: _____

Address: _____

City: _____ State: _____ Zip Code: _____

2. North American Industry Classification System Code (NAICS): _____

3. Nature of Operations: _____

Note—please include description of all **Applicants**, including any subsidiaries.

4. Website: _____

CYBER, MEDIA AND TECHNOLOGY SECURITY SERVICES COVERAGE SECTION INFORMATION

1. Please list the gross revenues of **Applicant** for the most recent fiscal year-end:\$ _____

2. Approximate number of physical or electronic records containing personally identifiable information the **Applicant**, directly or through a third party, has stored over the last twelve (12) months: _____

3. Does the **Applicant** store, directly or through a third party, any health information records that are governed or regulated under the Health Insurance Portability and Accountability Act (HIPAA)? ☐ Yes ☐ No

If yes, does the **Applicant** have procedures and audit practices in place to ensure compliance under the rules and regulations of HIPAA, including the encryption of any electronically transmitted records? ☐ Yes ☐ No ☐ N/A

4. Does the **Applicant** use regularly updated anti-virus software and firewall configurations for computers and networks used in business operations? ☐ Yes ☐ No
5. Does the **Applicant** store any personally identifiable information on unencrypted portable devices, including laptops or external memory devices? ☐ Yes ☐ No
6. Is the critical business data of the **Applicant** backed up at least once a week and stored in a secure location? ☐ Yes ☐ No
7. Does any person to be insured have knowledge or information of any act, error, omission, fact, circumstance or situation which might reasonably be expected to give rise to a claim or loss under this proposed Cyber coverage? ☐ Yes ☐ No
If yes, please provide details on a separate page.
8. Within the last five years has the **Applicant** been subject to or suffered any losses or litigation from any:
 - a. Breaches of security? ☐ Yes ☐ No
 - b. Unauthorized acquisition, access, use, identity theft, mysterious disappearance, or disclosure of personally identifiable information? ☐ Yes ☐ No
 - c. Violation of any privacy law, rule or regulation? ☐ Yes ☐ No
 - d. Technology, ransomware or extortion threats? ☐ Yes ☐ No
 If yes, please provide details on a separate page.
9. Has any insurer made any payments, taken notice of a claim or loss or a potential claim or loss or non-renewed any cyber liability or similar insurance at any time in the last three years? ☐ Yes ☐ No
If yes, please provide details on a separate page.
10. Describe any current Cyber insurance maintained:

Name of Current Insurer	Limit of Liability	Retention	Premium	Expiration Date

FALSE INFORMATION

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (Not applicable in AL, CO, DC, FL, KS, LA, ME, MD, MN, NE, NY, OH, OK, OR, RI, TN, VA, VT or WA.)

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FRAUD WARNING (APPLICABLE IN VERMONT, NEBRASKA AND OREGON): Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON): It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NEW YORK FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OTHER INFORMATION

1. The undersigned declares that to the best of his/her knowledge the statements herein are true. Signing of this **Application** does not bind the undersigned to complete the insurance, but it is agreed that this **Application** shall be the basis of the contract should a **Policy** be issued, and this application will be attached to and become a part of such **Policy**, if issued. The **Insurer** is hereby authorized to make any investigation and inquiry in connection with this **Application** as they may deem necessary.

2. It is represented that the particulars and statements contained in the Application for the proposed **Policy** and any materials submitted herewith (which shall be retained on file by the **Insurer** and which shall be deemed attached hereto, as if physically attached hereto), are the basis for the proposed **Policy** and are to be considered as incorporated into and constituting a part of the proposed **Policy**.
3. It is agreed that in the event there is any material change in the answers to the questions contained herein prior to the effective date of the **Policy**, the **Applicant** will notify the **Insurer** and, at the sole discretion of the **Insurer**, any outstanding quotations or binders may be modified or withdrawn.
4. It is agreed that in the event there is any misstatement, omission, or untruth in this **Application** or any material submitted along with or contained herein, the **Insurer** has the right to exclude from coverage any claim based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving such misstatement, omission or untruth.

APPLICANT'S NAME AND TITLE: _____

APPLICANT'S SIGNATURE: _____ DATE: _____

(Must be signed by an active Executive Officer of the **Applicant**)

PRODUCER'S SIGNATURE: _____ DATE: _____

AGENT NAME: _____ AGENT LICENSE NUMBER: _____

(Applicable to Florida Agents Only)

IOWA LICENSED AGENT: _____

(Applicable in Iowa Only)

A POLICY CANNOT BE ISSUED UNLESS THIS APPLICATION IS PROPERLY SIGNED AND DATED.

For purposes of creating a binding contract of insurance by this application or in determining the rights and obligations under such contract in any court of law, the parties acknowledge that a signature reproduced by either digital signature, electronic signature, facsimile or photocopy shall have the same force and effect as an original signature and that the original and any such copies shall be deemed one and the same document.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT—DISTRICT OF COLUMBIA

This endorsement modifies insurance provided under the following:

**BUSINESS AND MANAGEMENT INDEMNITY POLICY
GENERAL TERMS AND CONDITIONS**

Section E., **CANCELLATION**, paragraph 2. is deleted and replaced by:

2. This **Policy** may be cancelled by the **Insurer** only for nonpayment of premium, by mailing written notice to the **Parent Company** stating when such cancellation shall be effective, such date to be not less than thirty (30) days from the date of written notice. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Insurer** shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then the notice period shall be deemed to be the minimum notice period permitted under the governing law or regulation.

All other terms and conditions of this **Policy** remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

State:	District of Columbia	Filing Company:	Scottsdale Indemnity Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0022 Other		
Product Name:	Business and Management Liability		
Project Name/Number:	E-Risk (CMTSS)/EK DC06388/CF01		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/09/2018

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/09/2018

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/09/2018

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	APPROVED
Status Date:	05/09/2018